

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

DOREEN ANNETTE WATSON, et al.,	)	CASE NO. CIV S-03-592 LKK DAD
	)	
Plaintiffs,	)	
	)	
vs.	)	ORDER GRANTING MOTION FOR
	)	DETERMINATION OF GOOD FAITH
	)	PURSUANT TO CALIFORNIA CODE OF
	)	CIVIL PROCEDURE § 877.6(a)(2)
SOCIETE NATIONALE INDUSTRIELLE	)	
AEROSPATIALE, et al.,	)	Date: October 24, 2005
	)	Time: 10 a.m.
Defendants.	)	Dept: 4
	)	Judge: Hon. Lawrence K. Karlton

Defendants PITT HELICOPTERS, INC., a Nevada Corp.; MOUNTAIN LIFE FLIGHT, L.P., a California Limited Partnership; MOUNTAIN E.M.S., INC., a California Corp.; and DAVID REGER, individually and d/b/a MOUNTAIN AVIATION SERVICES have filed a motion for a finding that a settlement is "in good faith" pursuant to Section 877.6(a)(2) of the California Code of Civil Procedure.

The settlement is between the following Parties: Plaintiff DOREEN ANNETTE WATSON, individually and as successor-in-interest to the Estate of Raymond E. Watson, II, deceased, and Defendants PITT HELICOPTERS, INC., a Nevada Corp.; MOUNTAIN LIFE FLIGHT, L.P., a California Limited Partnership; MOUNTAIN E.M.S., INC., a California Corp.; DAVID REGER, individually and d/b/a MOUNTAIN AVIATION SERVICES; and a number of other Releasors and Releasees listed in the Settlement Agreement.

1 After reviewing all papers filed in this matter, including  
2 the supporting evidentiary declarations, and good cause  
3 appearing, the Court hereby GRANTS the Motion, making the  
4 following specific determinations and orders:  
5

6 1. The Settlement Agreement attached as Exhibit "3" to the  
7 Attorney Stephen Nelson Declaration is hereby APPROVED,  
8 and the parties are hereby ORDERED to comply with all  
9 terms of the Agreement.  
10

11 2. The settlement contained in Exhibit "3" to the Nelson  
12 Declaration is hereby found to have been made and  
13 entered into in "good faith" between the parties to the  
14 Agreement, within the meaning and effect of Section  
15 877.6 of the California Code of Civil Procedure,  
16 because: a) the settlement amount is the full limit of  
17 the liability insurance policy available to the  
18 settling defendants; b) the settling defendants have  
19 no other applicable liability insurance available to  
20 pay any judgment for damages in this action; c) the  
21 settlement is within the "ball park" of an  
22 approximation of the settling defendants' anticipated  
23 proportionate liability for any damages which may be  
24 awarded to plaintiffs; d) the settling defendants  
25 should pay less in settlement of the claims against  
26 them than they might be required to pay if the are  
27

1 found liable after a contested trial; and e) the  
2 settlement was reached through a process of arms length  
3 negotiation between adversaries and was not the result  
4 of any collusion, fraud, tortious or other improper  
5 conduct by the parties or their attorneys.  
6

7 3. Any claims by alleged joint tortfeasors for  
8 contribution or indemnity based on comparative  
9 negligence or comparative fault are hereby barred  
10 against the Releasees in the Settlement Agreement and  
11 Full and Final Release of All Claims that was included  
12 in the moving papers for this Motion as Exhibit "3" to  
13 the Nelson Declaration.  
14

15 4. The sum of money described in the Agreement payable to  
16 Plaintiff constitutes damages on account of personal  
17 injuries or sickness.  
18

19 5. Each side shall bear their own fees and costs in this  
20 action.  
21

22 6. For all purposes, including enforcement of the rights  
23 and responsibilities of the parties, this Court  
24 reserves all necessary personal and subject matter  
25 jurisdiction over the settling parties and this action  
26 until all claims arising from the subject accident are  
27

completed, and all appeals, if any, are exhausted and  
appeal times expired.

IT IS SO ORDERED.

DATED: November 1, 2005

/s/Lawrence K. Karlton  
LAWRENCE K. KARLTON  
SENIOR JUDGE  
UNITED STATES DISTRICT COURT

APPROVED AS TO FORM AND CONTENT this 21 day of September 2005.

/s/ Michael J. Harrington  
Michael J. Harrington, Esq.  
Attorney for DOREEN WATSON, Plaintiff

APPROVED AS TO FORM AND CONTENT this 22 day of September 2005.

BAILEY AND PARTNERS, P.C.

By: /s/ Stephen L. Nelson  
Stephen L. Nelson, Esq.

Attorneys for PITT HELICOPTERS, INC., a Nevada  
Corporation, Defendant

APPROVED AS TO FORM AND CONTENT this 21 day of September, 2005.

KENNEY & MARKOWITZ, L.L.P.

By: /s/ Harvey T. Elam  
Donald Honigman, Esq.  
Harvey Elam, Esq.

MOUNTAIN LIFE FLIGHT, L.P., a California Limited  
Partnership; MOUNTAIN E.M.S., INC., a California Corp.; and  
DAVID R. REGER, individually, and d/b/a MOUNTAIN  
AVIATION SERVICES, Defendants; and ERIK K. DUARTE, Releasee